

JPA / ECS File No.: 05-111  
AG Contract No.: KR06-0322TRN  
Project No.: 088 PN 195.86  
Project: Traffic Signal  
Section: SR88 & 16<sup>th</sup> Ave.  
**TRACS No.: HX181 01C**  
**Budget Source Item No.: 71206**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF APACHE JUNCTION

**THIS AGREEMENT** is entered into this date June 06, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF APACHE JUNCTION, acting by and through its MAYOR and CITY COUNCIL (the "City").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 and § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; **b)** the parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with mutual written consent of both parties.

4. The State and the City agree to participate in the design, construction and maintenance of a new warranted traffic signal and intersection improvements, hereinafter referred to as the "Project". The Project is currently estimated at \$521,222.00, including design, construction engineering and contingencies. The Project will be at the intersection of SR88 and 16th Avenue, Milepost "MP" 195.86. The signal construction costs include the pavement markings, signage and traffic control. The intersection improvements include road widening and an Emergency Vehicle Preemption system "EVP." The State will provide 50% of the funding for the signal construction costs, 100% of the design and full maintenance of the traffic signal, excluding any upfront costs and component replacement for the EVP. The City will contribute 50% of the funding for signal construction costs and 100% of the funding for the intersection improvements. The City will also provide and install the EVP device for the traffic signal and be responsible for obtaining the electrical power to operate the traffic signal.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28264  
Filed with the Secretary of State  
Date Filed: 6-6-06  
Janice K. Brewer  
Secretary of State  
By: [Signature]

**II. SCOPE OF WORK**

## 1. The State shall:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, and submit same to the City as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the project documents and the Project has been satisfactorily completed.

d. Upon execution of this Agreement, provide the City with itemized lists estimating the total Project construction costs and road widening costs. These costs can be seen on the attached Exhibits A and B, respectively, attached hereto and made a part hereof. In addition, the State shall provide the City with an invoice for reimbursement to the State for the City's estimated share of the Project, currently estimated at \$366,863.00. The City is funding a 100% share of the road widening and EVP equipment, plus a 50% share of the signal construction. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Inspect and approve the installation of the EVP equipment.

f. Upon completion and acceptance of the EVP installation by the City, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter, provide maintenance to the preemption system.

## 2. The City shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by change in the Project's scope of work, such additional costs shall require prior approval of the State. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City for payment.

c. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.

d. Upon execution of this Agreement and within thirty (30) calendar days upon receipt of an invoice from the State, remit to the State the City's share of estimated costs. This total specifically includes 100% of the intersection improvements, plus 50% of the signal construction costs, collectively estimated at \$366,863.00.

e. Provide and install the EVP equipment at Project location, all at City expense.

f. Provide maintenance personnel equipment manufacturer certified training to the State in all applicable aspects of the installation, operation and maintenance of the preemption system. Provide the

State all required systems testing equipment, sufficient bench stock parts, and one signal emitter for testing the system, all at no cost to the State.

g. Maintain a reasonable inventory of replacement parts necessary for repair of all of the equipment.

h. Upon completion of the Project by the State, the City will be responsible for obtaining the electrical power to operate the traffic signal, all at the City's expense.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements, provided however, any provisions herein for electrical power to operate the traffic signal provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon a thirty (30) calendar-day written notice to the other party. It is understood and agreed that, in the event the City fails to budget or provide for electrical power, as set forth in this Agreement, the State shall in no way be responsible to provide electrical power.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by applicable arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
(602) 712-7525  
(602) 712-7424 Fax

City of Apache Junction Public Works  
Attn: Doug Dobson, Director  
300 E. Superstition Blvd.  
Apache Junction, Arizona 85219  
(480) 982-1055  
(480) 983-5752 Fax

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

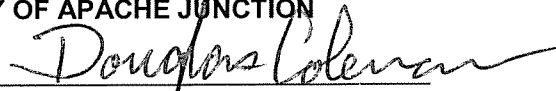
8. Non-Availability of Funds: Every payment obligation of the State and the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which the funds are available. No liability shall accrue to either party in the event this provision is exercised, and both parties shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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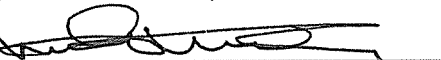
**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CITY OF APACHE JUNCTION**

By   
DOUGLAS COLEMAN  
Mayor

**STATE OF ARIZONA**

Department of Transportation

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

By   
KATHY CONNELLY  
City Clerk

G:\05-111-City of Apache Junction-Traffic

4-10-06 Draft 4 ghc and rs (city)

**ATTORNEY APPROVAL FORM FOR THE CITY OF APACHE JUNCTION**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City of Apache Junction, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 26th day of April, 2006.



\_\_\_\_\_  
City of Apache Junction Attorney

Exhibit A

# ENGINEER'S ESTIMATE - TOTAL CONSTRUCTION

SR 88 at 16th Avenue

Apache Junction, AZ

TRACS NO. HX181 01C, 088 MA 196

JPA 05-111

95% Submittal

November 7, 2006



Item No.	Description	Est. Qty	Unit	Unit Price	Extended Price
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	8	L. FT.	\$12.00	\$96
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	36	SQ. FT.	\$7.00	\$252
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	732	SQ. YD.	\$10.00	\$7,320
2020052	REMOVE (BLOCK HEADER)	92	L. FT.	\$5.00	\$460
2020061	REMOVE AND RELOCATE MAIL BOXES	3	EACH	\$150.00	\$450
2020162	REMOVE (VALLEY GUTTER)	16	SQ. YD.	\$20.00	\$320
2030301	ROADWAY EXCAVATION	375	CU. YD.	\$25.00	\$9,375
3030022	AGGREGATE BASE, CLASS 2	228	CU. YD.	\$50.00	\$11,400
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	374	TON	\$100.00	\$37,400
5010107	PIPE, CORRUGATED METAL, SLOTTED, 18"	35	L. FT.	\$100.00	\$3,500
5012524	STORM DRAIN PIPE, 24"	528	L. FT.	\$75.00	\$39,600
5030601	CATCH BASIN, TYPE B (MAG DET. 531)	2	EACH	\$3,000.00	\$6,000
5030602	CATCH BASIN, TYPE D, SUMP ONLY (MAG DET. 533-1)	1	EACH	\$3,000.00	\$3,000
5050031	MANHOLE (C-18.10)(FOR PIPES 6" TO 36")	2	EACH	\$3,500.00	\$7,000
5050032	MANHOLE (C-18.10)(FOR PIPES OVER 36")	1	EACH	\$5,000.00	\$5,000
5050201	RESET FRAME AND COVER FOR MANHOLE	3	EACH	\$1,000.00	\$3,000
6080003	REGULATORY, WARN, OR MARKER SIGN PANEL W/TYP III/IV SHEET	53	SQ. FT.	\$27.00	\$1,431
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	1	L. SUM	\$10,000.00	\$10,000
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	1	L. SUM	\$2,500.00	\$2,500
7015051	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	3	EACH	\$250.00	\$750
7015052	OBLITERATE PAVEMENT MARKING (STRIPE)	100	L. FT.	\$1.00	\$100
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	820	L. FT.	\$0.80	\$656.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	820	L. FT.	\$1.25	\$1,025.00
7050022	PAVEMENT MARKING, PREFORMED, TYPE I, WHITE STRIPE	1,800	L. FT.	\$2.00	\$3,600.00
7050023	PAVEMENT MARKING, PREFORMED, TYPE I, SINGLE ARROW	4	EACH	\$200.00	\$800.00
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	2	EACH	\$200.00	\$400.00
7310011	POLE (TYPE A) (10')	2	EACH	\$900.00	\$1,800.00

7310012	POLE (TYPE A) (15', WITH BASE)	1	EACH	\$1,500.00	\$1,500.00
7310110	POLE (TYPE J)	1	EACH	\$4,000.00	\$4,000.00
7310120	POLE (TYPE K)	2	EACH	\$4,500.00	\$9,000
7310130	POLE (TYPE Q)	1	EACH	\$5,000.00	\$5,000
7310200	POLE FOUNDATION (TYPE A)	3	EACH	\$800.00	\$2,400
7310290	POLE FOUNDATION (TYPE J)	1	EACH	\$2,000.00	\$2,000
7310300	POLE FOUNDATION (TYPE K)	2	EACH	\$2,000.00	\$4,000
7310310	POLE FOUNDATION (TYPE Q)	1	EACH	\$2,000.00	\$2,000
7310551	MAST ARM (20 FT.) (TAPERED)	1	EACH	\$800.00	\$800
7310570	MAST ARM (30 FT.) (TAPERED)	1	EACH	\$2,000.00	\$2,000
7310590	MAST ARM (40 FT.) (TAPERED)	1	EACH	\$3,000.00	\$3,000
7310600	MAST ARM (45 FT.) (TAPERED)	2	EACH	\$4,000.00	\$8,000
7320050	ELECTRICAL CONDUIT (2") (PVC)	850	L. FT.	\$8.00	\$6,800
7320070	ELECTRICAL CONDUIT (3") (PVC)	200	L. FT.	\$20.00	\$4,000
7320140	ELECTRICAL CONDUIT (2 1/2") (RIGID METAL)	100	L. FT.	\$22.00	\$2,200
7320410	PULL BOX (NO.5)	3	EACH	\$400.00	\$1,200
7320420	PULL BOX (NO.7)	3	EACH	\$400.00	\$1,200
7320421	PULL BOX (NO.7) (W/EXTENSION)	1	EACH	\$600.00	\$600
7320650	CONDUCTORS	1	L. SUM	\$6,000.00	\$6,000
7330040	TRAFFIC SIGNAL FACE (TYPE D)	2	EACH	\$350.00	\$700
7330060	TRAFFIC SIGNAL FACE (TYPE F)	14	EACH	\$650.00	\$9,100
7330070	TRAFFIC SIGNAL FACE (TYPE G)	4	EACH	\$1,000.00	\$4,000
7330210	PEDESTRIAN SIGNAL (MAN/HAND)	8	EACH	\$600.00	\$4,800
7330220	PEDESTRIAN PUSH BUTTON	8	EACH	\$250.00	\$2,000
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	10	EACH	\$150.00	\$1,500
7330320	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE III)	1	EACH	\$250.00	\$250
7330330	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	1	EACH	\$500.00	\$500
7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	1	EACH	\$500.00	\$500
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	7	EACH	\$500.00	\$3,500
7330400	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE XI)	1	EACH	\$200.00	\$200
7340101	CONTROL CABINET (TYPE IV) (WITH ELEVATOR BASE)	1	EACH	\$15,000.00	\$15,000
7340120	METER PEDESTAL CABINET	1	EACH	\$3,000.00	\$3,000
7350203	VIDEO DETECTION SYSTEM (4-CAMERA SYSTEM) (DEPARTMENT FURNISHED)	1	L. SUM	\$6,000.00	\$6,000
7360030	LUMINAIRE (HORIZONTAL MOUNT) (HPS 250 WATT)	1	EACH	\$500.00	\$500
7360235	LOAD CENTER CABINET (UNINTERRUPTIBLE POWER SUPPLY)	1	EACH	\$6,000.00	\$6,000
7370455	MISCELLANEOUS ELECTRICAL (AS-BUILT DRAWINGS)	1	L.SUM	\$400.00	\$400
8050003	SEEDING (CLASS II)	1	ACRE	\$3,000.00	\$3,000
9010001	MOBILIZATION	1	L. SUM	\$30,000.00	\$30,000
9080084	CONCRETE CURB AND GUTTER (C-05.10, TYPE D)	4	L. FT.	\$30.00	\$120
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220))	573	L. FT.	\$20.00	\$11,460

9080201	CONCRETE SIDEWALK (C-05.20)	1,706	SQ. FT.	\$8.00	\$13,648
9080296	CONCRETE SIDEWALK RAMP (MAG DET. 231, TYPE A)	2	EACH	\$1,500.00	\$3,000
9080301	CONCRETE DRIVEWAY (C-05.20)	794	SQ. FT.	\$8.00	\$6,352
9240015	FORCE ACCOUNT WORK (PROVIDE ELECTRICAL SERVICE)	1	L. SUM	\$1,000.00	\$1,000
9240018	FORCE ACCOUNT WORK (STORM WATER POLLUTION PREVENTION)	1	L. SUM	\$5,000.00	\$5,000
9240174	CONTRACTOR QUALITY CONTROL	1	L. SUM	\$5,000.00	\$5,000
9250001	CONSTRUCTION SURVEYING AND LAYOUT	1	L. SUM	\$20,000.00	\$20,000
	<b><u>SUBTOTAL</u></b>				<b>\$379,465</b>

Construction Engineering & Contingencies (20%) \$75,893

**CONSTRUCTION TOTAL** \$455,358

Other Costs:

DPS Officer with Vehicle (1 Officer x 3 Work Days x 8 hrs/day x \$36/hr)

\$864  
\$456,222

277,504

Road Widening

Signal construction,  
Signing, Pavement  
Marking, Traffic Control

178,718

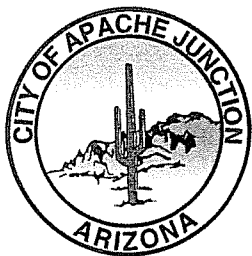


Exhibit B  
Engineers Estimate  
60% COST ESTIMATE  
SR 88 at 16th Avenue JPA 05-111  
Road Widening

Project: Page:  
Fed. ID: Date: 16-Feb-06  
Revised:

Item No.	Item Description	Unit	Quantity	Price	Amount
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L. FT.	8	\$12.00	\$96
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ. FT.	36	\$7.00	\$252
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	732	\$10.00	\$7,320
2020052	REMOVE (BLOCK HEADER)	L. FT.	92	\$5.00	\$460
2020061	REMOVE AND RELOCATE MAIL BOXES	EACH	3	\$150.00	\$450
2020162	REMOVE (VALLEY GUTTER)	SQ.YD.	16	\$20.00	\$320
2030301	ROADWAY EXCAVATION	CU.YD.	375	\$25.00	\$9,375
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	228	\$50.00	\$11,400
4050003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	374	\$100.00	\$37,400
5010107	PIPE, CORRUGATED METAL, SLOTTED, 18"	L. FT.	35	\$100.00	\$3,500
5012524	STORM DRAIN PIPE, 24"	L. FT.	528	\$75.00	\$39,600
5030601	CATCH BASIN, TYPE B (MAG DET. 531)	EACH	2	\$3,000.00	\$6,000
5030602	CATCH BASIN, TYPE D, SUMP ONLY (MAG DET. 533-1)	EACH	1	\$3,000.00	\$3,000
5050031	MANHOLE (C-18.10)(FOR PIPES 6" TO 36")	EACH	2	\$3,500.00	\$7,000
5050032	MANHOLE (C-18.10)(FOR PIPES OVER 36")	EACH	1	\$5,000.00	\$5,000
5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	3	\$1,000.00	\$3,000
8050003	SEEDING (CLASS III)	ACRE	1	\$2,500.00	\$2,500
9010001	MOBILIZATION	L.SUM	1	\$30,000.00	\$30,000
9080084	CONCRETE CURB AND GUTTER (C-05.10, TYPE D)	L.FT.	4	\$30.00	\$120
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	573	\$20.00	\$11,460
9080201	CONCRETE SIDEWALK (C-05.20)	SQ. FT.	1,706	\$8.00	\$13,848
9080296	CONCRETE SIDEWALK RAMP (MAG DET. 231, TYPE A)	EACH	2	\$1,500.00	\$3,000
9080301	CONCRETE DRIVEWAY (C-05.20)	SQ. FT.	794	\$8.00	\$6,352
9240018	FORCE ACCOUNT WORK (STORM WATER POLLUTION PREVENTION)	L.SUM	1	\$5,000.00	\$5,000
9240170	CONTRACTOR QUALITY CONTROL	L.SUM	1	\$5,000.00	\$5,000
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	\$20,000.00	\$20,000
	SUBTOTAL (ROADWAY)*				\$231,253
	Construction Engineering & Contingencies (20%)				46,251
	PROJECT TOTAL				\$277,504

\* Costs do not include Signal, Pavement Marking, Signing or Traffic Control.



# *City of Apache Junction*

*Home of the Superstition Mountains*

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## C E R T I F I C A T E

I certify that I am the duly appointed, qualified, and acting City Clerk of the City of Apache Junction, Arizona; that as such, I have in my possession all of the minutes pertaining to any actions taken by the City Council of the City of Apache Junction, Arizona; that the attached is a true and correct copy of the motion regarding the Intergovernmental Agreement between the City of Apache Junction and the State of Arizona, Department of Transportation, which was presented to the City Council on the 2nd day of May, 2006, as it appears in my records.

*Kathleen Connelly*  
Kathleen Connelly  
City Clerk

*May 8, 2006*  
Date

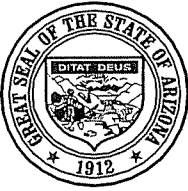
Councilmember Waldron MOVED  
THAT APPROVAL BE GIVEN FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF APACHE JUNCTION FOR  
A TRAFFIC SIGNAL, STREET WIDENING, AND IMPROVEMENTS TO IDAHO ROAD (STATE  
ROUTE 88) AND 16TH AVENUE WITH THE TOTAL AMOUNT CURRENTLY ESTIMATED AT  
\$521,222 TO INCLUDE DESIGN, CONSTRUCTION, ENGINEERING AND CONTINGENCIES,  
WITH THE STATE PROVIDING 50% OF THE FUNDING FOR SIGNAL CONSTRUCTION  
COSTS AND 100% OF THE FUNDING FOR THE DESIGN AND FULL MAINTENANCE OF THE  
TRAFFIC SIGNAL, EXCLUDING ANY UPFRONT COSTS AND COMPONENT REPLACEMENT  
FOR THE EMERGENCY VEHICLE PREEMPTION, WITH THE CITY PROVIDING 50% FOR  
FUNDING FOR THE SIGNAL CONSTRUCTION COSTS AND 100% OF THE FUNDING FOR  
THE INTERSECTION IMPROVEMENTS, AND THE CITY WILL ALSO PROVIDE AND  
INSTALL EMERGENCY VEHICLE PREEMPTION DEVICE FOR THE TRAFFIC SIGNAL AND  
BE RESPONSIBLE FOR OBTAINING THE ELECTRICAL POWER TO OPERATE THE SIGNAL;  
AND THAT AUTHORIZATION BE GIVEN FOR THE MAYOR TO SIGN THE AGREEMENT.

Councilmember Dietz

SECONDED THE MOTION.

VOTE: Unanimous.

The motion carried.

<p>TERRY GODDARD Attorney General</p>	<p> <b>OFFICE OF THE ATTORNEY GENERAL</b> STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0322TRN (**JPA 05-111**), an Agreement between public agencies, i.e., The State of Arizona and City of Apache Junction, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 23, 2006

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf:961880  
Attachment